

**General Services Administration
Greater Southwest Region**

**TASK ORDER #
ID07130025**

FBI Design and Engineering Consultation Services
for the
Technical Support Services Unit (TSSU), Facilities & Logistic Services Division (FLSD)
FEDERAL BUREAU OF INVESTIGATION

***Performance-based Work Statement
(PWS)***

Amended 7/17/2013

1.0 Background

The increasing sophistication of criminal, terrorist, and foreign intelligence elements and the increasing incidents of domestic and international terrorist activities have highlighted the need for timely information exchange and coordination of investigative activities between FBI organizational components, other law enforcement, intelligence agencies, private corporations and the public. To achieve the ever expanding responsibilities and mission, the FBI initiated a multi-year project to upgrade its underlying information technology infrastructure. These services include the general areas of oversight for the information technology systems engineering and technical support/problem solving for hardware, software, firmware, and database systems, program management, installation, and logistical planning/support. The FBI initiated a centralized network concept founded on the basics of a Centralized Cable Plant (CCP) centered in a Main Distribution Facility (MDF).

2.0 Objectives

The contractor shall provide all required labor, ancillary labor, equipment, supplies and ancillary supplies needed to meet the objectives outlined in this PWS, except for the few items of Government Furnished Property (GFP) provided. The specific work efforts shall require professional information technology and related services to support the FBI with IT project quality control oversight, technical requirements gathering and development, cabling design consultation and engineering services needed to assist in the development of integrated network cabling and low voltage cabling Installation Design Packages (IDPs). Additionally, the contractor shall provide bundled network cabling installation support, bundled network cabling on-site installation oversight (when needed) for the design and verification of test results for Information Technology physical layer cable plant, CATV/CCTV cabling, low-voltage security electronics cabling and telephone communications cabling work incidental to new facility construction projects and facility refurbishment/remodeling projects. These objectives include requirements related to network cable plant installations and augmentation projects at FBI Headquarters (J. Edgar Hoover Building/JEH), FBI facilities at Quantico, VA, FBI facilities in the greater Washington DC area and FBI Field Offices with their associated Resident Agencies located both in the CONUS and OCONUS. There will be minimal OCONUS requirements associated with the performance of this task.

Due to the nature of the work, the contractor will be handling federal acquisition procurement-sensitive materials. These materials may contain sensitive national security information and is government protected data. The contractor shall ensure all data within the contractor's control is protected through compliance with Federal Acquisition Regulation (FAR) Part 3.0 and Part 9.0 at all times during the performance of this contract. The contractor shall also keep in mind that no information regarding a procurement shall be shared that is not considered "publically releasable," or already considered "public knowledge." Since the contractor is performing duties for the US Government, it is imperative that FAR 3.101 is complied with when conducting all business.

The specific objectives include, but are not limited to:

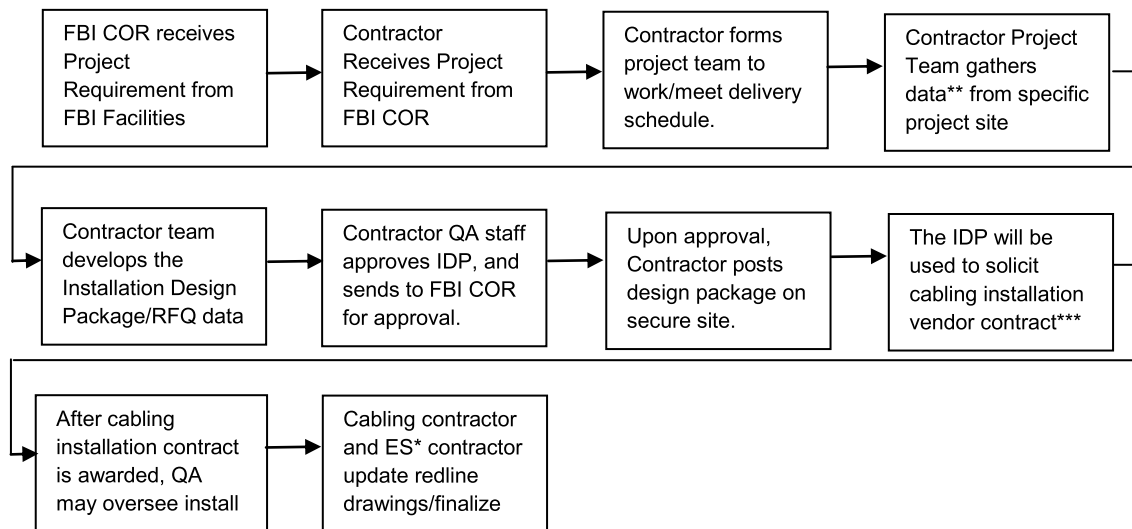
- Enhance the overall standardization of engineering designs for FBI Information Technology physical layer architectures by successfully emulating, adapting and

replicating current FBI design rules and guidance. The vendor does not create the original architectural design; however, the contractor shall edit these building plans and design to ensure consistency of bundled network cable installations agency-wide.

- Provide client site needs assessments with FBI representatives which form the basis of the Design Solution and Final Engineering Design Package and specified brand name required materials needed. Conduct market research to assist the government in the preparation of the Independent Government Cost Estimate (IGCE) for each procurement/design package. The IGCE is a federal acquisition procurement-sensitive document and should be handled accordingly.
- Research emerging technologies routinely and provide suggestions to enhance the on-going FBI integrated cabling design guidance.
- Complete all assigned installation Design Packages within the schedule and within budget. FBI facilities that are categorized as “as emergent requirements” shall be exempted from this objective.
- Upon specific project request by the FBI COR, provide an onsite (at each network cabling installation location) Quality Assurance Manager whose task it shall be to ensure technical compliance with the FBI approved Infrastructure Design and act as liaison for any site cabling related issues with the FBI Local Representative, FBI contractors, the General Contractor or others on behalf of the FBI Technical Support Services team. The contractor shall not direct the work of USG employees, nor other contractor employees that are working onsite and with whom the contractor does not a directed sub-contractual relationship with.
- Implement a quality assurance program, utilizing the on-site Quality Assurance Manager to validate that each design is effective, accurate and sufficient for providing the site requirements at the time of project completion including the assigned oversight of sub-contractors.
- Work with FBI employees to ensure that cable installation contractors are installing physical layer cable plants in accordance with specifications detailed in the Installation Design Packages. This may involve traveling to the construction or existing facility refurbishment sites for verification, per FBI COR approval.
- Work with FBI employees to provide complete technical assessments of completed cable installation tasks, project progress and desired outcomes in accordance with project plans and schedules. This will involve traveling to the construction or existing facility refurbishment sites for verification.
- Provide technical recommendations for bundled network cabling installation issues and perform the task of liaison between the cabling contractors, FBI representatives and the cognizant contracting officer to resolve on-site issues.
- Protect all Government information exchanged in the performance of the PWS.

This project, when complete, will facilitate multi-level, secure, physical layer cable plant computer and other data network services for the FBI. The contractor is NOT expected to provide construction or architectural engineering of physical facilities under this requirement. The construction and implementation of facilities designs shall be procured separately from these requirements.

The contractor shall receive the list of projects, as the list becomes available on an on-going basis, from the FBI Contracting Officer Representative (COR), appointed to the task. The list shall include deadlines which are driven by the construction schedules, which frequently change over the course of the build-out process. The contractor is required to meet the delivery deadlines expressed in Section 5.1, titled “Deliverables,” provided on the schedule provided by the FBI COR. An example of project flow will be as follows:



* ES = “Engineering Services” Contractor working in support of this PWS.

** Data may be gathered via site survey/travel to the physical site; however, this shall be pre-coordinated and approved by the FBI COR in accordance with Section 5.4 of this PWS.

*** GSA is normally the procuring contracting office for cabling work for the FBI’s TSSU 5. The ES contractor is assisting in the preparation of RFQ/RFP packages in support of the cabling projects.

The above flow chart isn’t all-inclusive, it is only meant to give a general description of the project flow under the terms of this PWS.

3.0 Special Requirements that must be in place within 30 days after Contract Award:

- Contractor shall have an office and staff located preferably within, but not to exceed 15 geographic miles of Lake Mary, FL.
- Contractor shall have a Secure Facility with securely controlled entry access and the facility must be protected by security alarm.
- Contractor shall have one (1) Program Manager (PM) who will liaison with the Government during the transition/mobilization of the requirements of this task order, and shall have all required personnel hired and performing in accordance with the terms of the PWS.
- Contractor shall have operations set up and be ready to fully support the requirements of this PWS by 24 September 2013.

3.1 Required Services/Labor:

All personnel shall be qualified, and have the proper clearance, for the positions that they are hired to perform under the terms of the Government contract. All resumes shall be submitted to the COR following the personnel selection, which shall substantiate compliance with the terms of this task order [particularly security requirements] as well as the basic GWACs contract.

The majority of the contractor personnel will perform work at the Lake Mary, FL location unless an onsite presence is required to provide on-site technical support at FBI facilities CONUS/OCONUS. Additionally, support is required by one full-time-equivalent Quality Assurance Specialist, with an active TOP SECRET clearance, to be located in the Government facility specifically officed in the FBI Headquarters Building, (935 Pennsylvania Avenue NW, Washington, DC 20535) which will manage and oversee local and Quantico project sites.

3.1.1 Program Manager: Contractor must provide the services of a minimum of one (1) PM on a full-time-equivalent (FTE) basis to perform the following duties:

- (a) Organizes, directs, and manages contract operation support functions, involving multiple, and complex and inter-related project tasks.
- (b) Manages teams of contract support personnel at multiple locations.
- (c) Maintains and manages the client interface at the senior levels of the client organization.
- (d) Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures strict conformance to/with program task schedules and costs.
- (e) The PM will have domain and expert technical knowledge.
- (f) Directs and controls activities in support of this requirement, having overall responsibility for financial management, methods, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. Decision making and domain knowledge may have a critical impact on overall project implementation.
- (g) The PM should have the technical level of experience to oversee the requirements described herein. This individual must provide technical/management leadership on major tasks or technology assignments, and must establish goals and plans that meet project objectives.
- (h) Lead the effort to secure and protect all Government information and ensure all business is conducted in a manner that is above reproach.

3.1.2 Subject Matter Experts: The contractor shall provide two (2) Subject Matter Experts with Registered Communications Distribution Designers (RCDD) with Electronic Safety and Security (ESS) Designer certification on staff on a FTE basis. These individuals must possess and apply a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. All personnel working hereunder will

be technical experts across multiple project assignments.

- (a) Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences.
- (b) Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation.
- (c) Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.
- (d) Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

3.1.3 Quality Assurance Specialists: Contractor shall provide the services of two (2) Quality Specialist on a FTE basis. These individuals must possess and apply a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. Support is required by one full-time-equivalent Quality Assurance Specialist with an active TOP SECRET clearance, to be located in the Government facility specifically officed in the FBI Headquarters Building, (935 Pennsylvania Avenue NW, Washington, DC 20535) which will manage and oversee local and Quantico project sites. The Government will provide the office space for this Quality Assurance Specialist.

- (a) Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract.
- (b) Provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process.
- (c) May be responsible for all activities involving quality assurance and compliance with applicable regulatory requirements.
- (d) Conducts audits and reviews/analyzes data and documentation.

3.1.4 Technical Writer/Editor: Contractor must have the services of two (2) experienced Technical Editors (CAD operators) available on a full-time basis. These individuals must possess and apply a comprehensive knowledge across key tasks and high impact assignments. Plans and leads major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. The technical Editor/Writer will function as a technical expert across multiple project assignments, and have the ability to multi-task and manage multiple projects.

- (a) Reviews content of technical documentation for quality.
- (b) Produces technical and scientific illustrations for presentations and/or publication, as appropriate to the requirements.
- (c) Ensures that documents follow the style laid out in the company's style guide.

3.0 Scope

The scope of the task to be performed under this Performance Work Statement (PWS) includes, but is not limited to, all necessary efforts to successfully implement, manage, and produce end work products and provide services to support the areas of integrated data network cabling program management and oversight, bundled cabling design and engineering, site technical requirements assessments, technical assistance and on-site quality assurance incidental to new facility construction projects, facility renovations and refurbishment efforts at JEH, FBIHQ, FBI off-sites in the greater Washington DC area, FBI facilities at Quantico, VA, FBI field offices and their associated Resident Agencies in the CONUS and OCONUS. It is estimated that between 30 to 50 project sites may require oversight, surveillance, update of drawing packages, site surveys, travel to the site for project related reasons, etc. This number may increase by 25% or may decrease by 25% depending on the fluctuations in the Government's budget.

The contractor shall perform the following program management, engineering, quality assurance, CAD support, and overall technical assistance support functions:

- Prepare/update/correct network cabling infrastructure engineering designs/plans and schedules.
- Develop estimated bundled cabling installation costs
- Identify and specify those installation materials deemed suitable for installation on a per-project basis. Product suitability for these efforts are evaluated and approved by the FBI's IT Branch and other key stakeholders in FBI technical programs.
- Planning, scheduling and attending technical meetings during the requirement gathering phases and at key milestone dates during network cabling installation with key stakeholders in FBI technical programs on a per-project basis.
- Coordinating cabling installation project activities
- Conducting cabling installation progress reviews as identified by FBI COR or their designated representative
- Technical quality assurance via installation oversight as identified by FBI COR or their designated representative
- Network cabling performance test results reviews
- Provide project status reports to FBI COR or their designated representative
- Providing and maintaining a cabling as-built data library for all supported sites at the contractor facility.

The FBI and the contractor shall jointly schedule and develop engineering services program reviews and status meetings, as required.

All efforts may require periodic travel to the FBI facilities at various locations in the CONUS and OCONUS.

4.0 Requirements

4.1 Design and Computer-Aided Drawing (CAD) Rendering of Designs for Cable Infrastructure and Client-Specific Applications

The contractor shall assist in conducting site surveys, with the approval of the Government, to gather technical requirements and resolve cabling design issues for new or existing FBI Field Offices CONUS/OCONUS and their associated Resident Agencies, FBI Headquarters off-sites in the greater Washington DC area, FBI facilities located at Quantico, VA and the JEH FBIHQ building. The contractor shall capture cabling designs in an appropriate CAD software system, and implement an efficient cable management system to assist with assignment of ports. The contractor shall update the Installation Design Packages (IDP) in accordance with evolving and or changing FBI requirements. The contractor shall ensure the high quality (no errors) level of the finished product and provide the product on a media that is transferable and standardized in accordance with FBI guidance. Drawings shall be electronically retrievable and their configuration properly managed.

The contractor shall:

- Execute the requirements of this PWS in a consistent manner that is compliant with agency-wide strategic information technology program management, resource planning, configuration management and implementation.
- Reduce duplication of information technology services through coordinated requirements analysis and consolidation.
- Optimize usage of information technology that is acceptable/compatible across the FBI consistent with the approved business processes.
- Ensure accessibility to system drawing data to support program decisions (e.g., quickly and easily retrieve data for update).
- Improve and make consistent FBI project planning across the full system life-cycle using standardized methodologies, processes and tools.
- Introduce commercial best practices selection for program management where appropriate.
- Improve and make consistent methods, processes, and tools for configuration management across the system lifecycle.
- Support future business requirements for IT program management, including identification of needed applications and operational services.
- Provide a methodology for information technology design and implementation as a reproducible and reliable process.
- Ensure efficiency in all operational functions.

4.2 Installation Oversight Management Support for Cable Plant Infrastructure

The contractor shall provide management and technical/quality support to identify and make recommendations for design changes in the ongoing design, installation, integration and testing of data network and IT-related infrastructure projects at FBI facilities. The work effort will include but is not limited to the development and updating of project designs and documentation. The contractor shall read, interpret, implement and check/update drawing packages, cable run sheets; and furniture layout drawings. The contractor shall provide program support for the assessment, design, development and implementation of system installation tasks. The contractor shall create the required technical designs with on-staff RCDD's having a minimum of three to five years (3 – 5 years) work experience with thorough knowledge in the areas of fiber optic cable installation, removal and maintenance, installation, splicing and termination of secure Mechanical Transfer Registered Jack (MTRJ) and LC fiber connectors; power meter and optical time-domain reflectometer (OTDR) testing, MTRJ and LC connectorization, and basic data network infrastructure support. SMEs are required to have demonstrated experience in the design and installation of accredited Protective Distribution System (PDS), cable tray and installation procedures in classified environments. Program management support includes demonstrated Quality Assurance process in the execution of the Project including installation, testing, certification/commissioning and the requirement to act as a liaison between the FBI, FBI contractors and the GSA contracting officer and GSA Acquisition Project Manager to resolve all design and installation issues, including schedule issues.

4.3 Installation Documentation Support for Cable Plant Infrastructure

The contractor shall provide management and technical support in the on-going design, installation and integration of data network and IT-related infrastructure projects at all FBI locations CONUS/OCONUS related to this program. The work effort will include but is not limited to the development and updating of project documentation including test plans, System Operation Verification and Acceptance Testing (SOVAT) procedures and presentations. The contractor shall read, interpret, implement and check/update drawing packages, cable run sheets; and furniture layout drawings. The contractor shall provide program support for the design, development and implementation of system installation tasks. The contractor shall develop a Configuration Management Plan that will ensure proper change management and accuracy of Installation Design Packages. The contractor shall develop and implement Industry Best Quality Processes to ensure Design Packages and Installation quality assurance processes are of the highest quality and compliance per industry standards.

4.4 Installation Technical Support for Cable Plant Infrastructure Planning

The contractor shall provide technical support in the ongoing design and installation planning of data network and IT-related infrastructure projects at new or existing FBI Field Offices and their associated Resident Agency Offices CONUS/OCONUS, FBI headquarter off-sites in the greater Washington DC area and the JEH FBI HQ building, as directed. The work effort will include, but is not limited to conducting site surveys, and developing/verifying markup of project

technical drawing packages. The contractor shall read, interpret, implement and check/update drawing packages, cable run sheets, and furniture layout drawings.

The contractor shall verify that performance based cabling is evaluated and that the test data is within acceptable performance tolerances. Installation shall be considered as complete only when the appropriately terminated and installed IT or other related technical system is fully operational. Contractor shall maintain a quality control methodology to ensure the system installation will be completed expeditiously, with a minimum of re-work and re-design. Sufficient planning will be conducted to ensure that the installation will fulfill the design expectations. The contractor's Quality Assurance liaison will provide reports to the FBI to indicate project status and recommended actions to resolve installation issues. Changes that impact cost will require FBI COR or their designee's concurrence prior to implementation. The contractor shall provide program support for the design, development and implementation of system installation tasks. In support of business objectives and IT initiatives, the contractor shall design, improve, and make consistent data design, design process analysis, and project implementation. Provide organizational strategy, design, and alignment of services for the development and implementation of IT Infrastructure. This includes but is not limited to structural design development, design of customer-specific applications in support of installation design efforts, CAD process establishment, progress reporting, standardization of roles and responsibilities definition, and coordination and liaison.

The contractor shall use its experience/expertise to enhance, develop and support communications strategies, plans, and implementations, to enable the FBI to more efficiently execute cabling design projects. This includes but is not limited to: drawing package change development and implementation; stakeholder notification of progress against plans; use of cable management systems to simplify and standardize system design packages.

4.5 Provide Subject Matter Expertise on Data Network and Information Technology Physical Layer Infrastructures

The FBI has determined that, on occasion, FBI management may need the assistance and support of unbiased specialized technical expertise to deal with issues that warrant a high degree of scrutiny on data network cabling and IT physical layer cable plant infrastructures. The FBI requires the contractor have a minimum of two (2) full-time, active Subject Matter Experts with RCDD certifications on staff at time of contract from which it can call upon for knowledge transfer, technical situation assessment, analysis, advice, and guidance when such expertise is not available utilizing in-house staff. The level of expertise required would be highly specialized, necessary to ensure full compliance with FBI Design requirements and deployments.

4.6 Provide on-going support for FBI FLSD TSSU Program Management Activities

The purpose of this tasking is to obtain contractor assistance for FBI data network infrastructures as stated in the scope section of this document. The FBI understands that building a competent infrastructure means combining training and advising staff on building the processes required to

support an on-going successful operation. Therefore, mutual involvement is appropriate for many different parts of this work to ensure the transfer of knowledge to FBI staff and to assist in growing their professional skill sets and the development of practical experience. The contractor shall work in direct support of the FBI COR or their designee in resolving program management issues within the scope of FBI functions including the following:

- Support the development of formal management repeatable processes on an on-going basis
- Further enhance and refine program management plans and processes
- Provide technical assistance and operational support as required.
- Provide contractor resources to deploy and maintain a self-sustaining project management office utilizing Project Management Institute and ISO Quality Certifications. This includes assistance in establishing policies, processes, templates and providing project management coaching.
- Provide contractor resources to assist with integrated planning and analysis for IT infrastructure with an existing process to systemically monitor related activities among the service lines, gauge progress and to facilitate resolution of key issues. Among the inputs to this process are ISO centric methods and procedures for metrics of project accomplishments against plan and periodic updates to the integrated project plan.

4.7 Program Risk Analysis Support

Contractor shall support all Project Risk Analysis and Tracking to include the requirement for all Site Cabling Contractors to submit Risk Mitigation Plans prior to execution of a project. The contractor shall assist the FBI in identifying and assessing each risk to the success of the mission-essential cable infrastructure programs, including TOP SECRET, SECRET and UNCLASSIFIED computer networks, low-voltage security electronics cabling and telephone cabling to provide suggested mitigation strategies and schedule periodic reassessments to identify outdated or new risks. Among the risks to be considered are: Funding Levels, Funding Changes, Stakeholder Support, Program Changes, Security Demands, Configuration Changes, Changes to Requirements, Shortage of Government Staff Training, Coordinating Activities, and Unforeseen Demand. The contractor shall improve information technology program risk identification and risk mitigation plans through disciplined and consistent risk and issue management methods, processes, and practices.

5.0 Operational Requirements

5.1 Deliverables

The contractor will prepare and deliver to the FBI, and others as determined by the FBI, the following documentation in electronic and/or paper media form: Program management plans, schedules, budgets, systems engineering documentation, and other documentation prepared or

assembled under tasking from this SOW. Status reports will be provided monthly to individuals identified by the FBI via electronic correspondence.

General Deliverables	Specific Deliverables:	Deliverable Due Date	Govt's Acceptable Level of Performanc	Frequency	Method of Government Surveillance
Program Management	Bi-Weekly Progress Report	1 week after award, and each week by Friday at NOON each week	95% On-time Delivery	Bi-weekly	100% Government review of reports submitted.
Quality Control Plan	Quality Control Plan (See Section 5.2.1)	Due 10 days after task order award, and to be updated 10 days after any option that is subsequently exercised by the Government.	100% Compliance with the PWS requirements, 100% on time delivery of the Plan to the COR/CO/PM	Due 10 days after task order award, and to be updated 10 days after any option that is subsequently exercised by the	100% Review of the plan, with feedback provided to the contractor within 10-days of receipt of the plan .
Program Management	Monthly Technical Report	10 th of month following reporting month	95% On-time Delivery	Monthly	100% Government review of reports submitted.
Program Management	Monthly Financial Report	10 th of month following reporting month	95% On-time Delivery	Monthly	100% Government review of reports submitted.
Program Management	Material Cost Spreadsheet	30 th day of the 1 st month of the quarter	95% On-time Delivery.	Quarterly	100% Government review of reports submitted.
Program Management	Design Presentations	As Needed Basis, Per Coordination with COR	95% On-time Delivery. 100% accuracy of final product.	As Required by the Program Schedule	100% review of the presentation.
Program Management	Programmatic Risk Analysis	10 th day of the 1 st month of the quarter	95% On-time Delivery. 100% accuracy of final product.	As Required by Program Schedule	100% Government review of reports submitted.
Technical Execution	Site Survey	Post site survey	100% attendance at site survey when FBI requires travel to the site. Accuracy of site survey information gathering, 95%	As Required by the Program Schedule	Review of attendance records/travel records.

Technical Planning and Execution	Drawing Package	As requested by FBI project lead	95% On-time Delivery of the required deliverable. 100% accuracy of final product.	Meet the deadlines, as required by the program/project Schedule.	Sample review of drawing packages. Review of timeline/verification of bi-weekly project progress report data.
Technical Review	Installation Drawing Package (IDP) Red-line Markup	4 week after installation	95% On-time Delivery. 100% accuracy of final product.	As Required by Programmatic Demand	Sample review of drawing packages. Review of timeline/verification of bi-weekly project progress report data.
Technical Execution	System Operations and Acceptance Verification Test (SOVAT)	3 weeks after installation is complete.	100% On-time Delivery. 100% accuracy of final product.	As Required by Programmatic Demand	Sample review of drawing packages. Review of timeline/verification of bi-weekly project progress report data.
Technical Planning	Test Plan of Structured Cabling Package Design	Upon Completion of Each Design Package		As Required by Programmatic Demand	Sample review of drawing packages. Review of timeline/verification of bi-weekly project progress report data.
Procurement Integrity Compliance/Conflict of Interest Management/Compliance	Program Management	Daily, and on-going, throughout the life of this task order	100% Compliance-no complaints/reports to the contrary.	On-going throughout the life of this task.	Government feedback, contractor's feedback, interaction with the contractor by the Government on an on-going basis [Observations].
Travel Money Management and Time Management	Program Management and compliance: Travel Requested 2 Weeks Prior to Travel Date/Travel is not longer than necessary and is at or below per diem rates.	As the need for travel arises, per programmatic needs with FBI COR approval, and other approvals required herein.	90% of the time travel requested 2 weeks in advance. 100% of the time travel is not longer than necessary and at or below per diem rates.	As the need for travel arises, based on project demands.	Government observations on an on-going basis, review of travel records, invoices and travel CTPs.

Abbreviation Guide for the Chart Below: APM= GSA Acquisition Project Manager; CO= GSA Contracting Officer; COR= FBI Appointed “Contracting Officer Representative”

5.1.1 Delivery Instructions

One copy of each report will be submitted to the client representative. The contractor shall deliver each report in a mutually agreed upon format. Deliverables are to be transmitted with a cover letter, on the prime contractor’s letterhead, describing the contents. Concurrently, a copy of the cover letter shall be attached to the task in GSAs Electronic Ordering System.

5.1.2 Inspection and Acceptance of Services

All periodic reports and task deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Government. (See FAR 52.212-4 for inspection and acceptance terms.)

Acceptance criteria are as follows:

Only the client representative (CR) who is also the appointed COR, a Government employee serving in a Quality Assurance Specialist role for the FBI, the GSA Project Manager (PM) or GSA Contracting Officer (CO) has the authority to inspect, accept, or reject all deliverables. Final acceptance of all deliverables will be provided in writing, or in electronic format, to the GSA PM or GSA CO within 30 days from the end of the task order. Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be

The COR will monitor compliance and report to the GSA FAS PM.

5.2 Quality Control

The contractor shall establish and maintain a complete Quality Control Plan to ensure the services are performed in accordance with PWS and commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the government’s interests. The contractor must control the quality of the services and deliverables provided in support of this task and maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the government if requested.

The QCP shall include a quality control matrix (QCM), such as the sample QCM shown in Table 2. The QCM shall reflect the quality approach (using the headings shown in Table 2) of the vendor as it applies to the key areas of the offeror’s proposed TA.

Table 2 SAMPLE Quality Control Matrix

Requirement	Criteria for Acceptance	Acceptable Quality Level	Method of Surveillance	“Incentives” Positive or Negative
Reports and Deliverables	100% compliance	90% compliance	Random Sampling	Past performance report
Application Design & Development	Met all external and internal suspense’s	90% compliance	100% Inspection	Past performance report
Software Development	<ul style="list-style-type: none"> • Met all external and internal requirements • 100% functionality 	90% compliance	Random Sampling	Past performance report
Testing & QA	Track, address, and closeout all external and internal inquiries	90% compliance	Random Sampling	Past performance report
Software Documentation	Track, address, and closeout all external and internal inquiries	90% compliance	Random Sampling	Past performance report
O&M Support	Resolve 80% of help desk issues within 24 hrs	90% compliance	Random Sampling	Past performance report
Training & Deployment	<ul style="list-style-type: none"> • Provide training and deployment IAW WBS schedule • Customer Satisfaction 	90% compliance	Random Sampling	Past performance report

NOTE: This QC matrix is a sample format for the vendor only. The vendor will include a Quality Control Matrix (using the headings shown in the sample) in the quote that reflects the

key areas of support identified in the TA and the QC plan proposed by the vendor IAW the PWS. Including the above sample table in the quote may result in the quote being determined unacceptable under the TA evaluation factor.

This is a task order for commercial services. The contractor shall develop and maintain a quality process to ensure services are performed in accordance with commonly accepted commercial practices and existing quality control systems. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. However, the government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the government's interests. The contractor must control the quality of the services and deliverables provided in support of this task; the contractor must maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the government if requested.

5.2.1 QUALITY CONTROL PLAN: Ten days after the initial award of this task order, and to be updated 10 days after the subsequent award of any option periods that are exercised, the contractor shall provide and maintain (throughout the life of this task order) a Quality Control Plan (QCP) that contains, as a minimum, the deliverables listed in Section 5 for acceptance. The COR will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar day from the date of award. The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables identified in this PWS outlined in the PWS, and particularly Section 5.0.
- A description of the methods, processes, and internal controls to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- An explanation of how all records of inspections performed shall be retained and made available to the Government upon request throughout the task order performance period, and for the period after task order completion, until final settlement of any claims under this task order.
- Explanation of how corrective action shall be addressed by the contractor internally, when deficiencies are identified either by the Government or the contractor.

5.2.2 Quality Assurance: The Government will evaluate the contractor's performance of this task order. For those tasks provided in the Performance Matrix (Section 5.0), the COR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix

(such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions.

5.3 Labor Categories

The labor requirements are listed in Section 3.1 of this document. Personnel must be assigned for the duration of the task order subject to the terms contained in the basic contract

5.4 Travel

Contractor employees will be required to travel for the purpose of cabling the job site. The total estimated travel costs are estimated at the levels described in Table 3.

Table 4 Total Estimated Travel Costs

Period of Performance	Estimated Travel Costs
Base	\$35,040.00
Option Year 1	\$36,091.20
Option Year 2	\$37,173.94
Option Year 3	\$38,289.15
Option Year 4	\$39,437.83
Total	\$186,032.12

NOTE: The above information is the estimated ceiling value for travel.

ALL travel shall be scheduled at least two weeks in advance, and shall be approved by the COR prior to making travel reservations. Emergency requirements shall be defined/initiated and approved/validated by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and all lodging shall be at or below allowable, published lodging rates for the respective locality. The contractor is required to ensure good stewardship of travel funds, and shall seek rates **lower than the approved FTR** lodging rates whenever possible. The contractor shall locate and utilize the airport that will provide the lowest total cost of travel possible. The contractor is required to submit a cost benefit analysis to support any travel prior to incurring travel expenses to the COR [this documentation shall also be submitted with the contractor's invoice].

In the event lodging is not available at the published lodging rates (or below the published rates), the contractor shall submit a CTP with a complete explanation of the circumstances in advance of the travel dates, and the backup documentation from at least three hotels in the TDY location to substantiate the unavailability claim. The CTP shall be reviewed and approved/rejected by the COR and CO in advance. Travel charges over and above allowable lodging rates and/or per diem without proper approval and support documentation from three lodging facilities, shall be paid at the expense of the contractor. The contractor shall make every effort to save Government dollars, to stay at hotels that are below the Government rate, negotiate the lowest airfares and car rentals, and shall plan travel in as far advance as possible. All CTPs

for travel shall be approved by the COR at all dollar values. The travel CTP request shall be sent to the COR, the APM and the GSA Contracting Officer. The CO, PM and COR shall approve all CTPs for travel.

Profit, G&A and Overhead indirect costs shall not be applied to travel costs. Travel shall be a direct reimbursed expense, at cost. Costs above and beyond the approved rates, and costs that are unreasonable, shall not be reimbursed by the Government.

Travel shall be approved in advance, via the Consent to Purchase (CTP), Appendix F.

5.5 Additional Considerations

Accomplishment of all work included in this Performance Based Work Statement will require the resultant awardee to coordinate with, and work cohesively with, other contractors and subcontractors at the works site. The awardee shall work with all other on-site contractors and subcontractors to develop work schedules that will ensure all work under this task is completed by the specified ultimate completion date for the respective project. The Contractor shall arrange his crew's schedule, and perform this work, so as not to interfere with operations of the FBI and the operations of other contractors. The Government is not responsible for delays caused by coordination with other contractors or subcontractors. The Government will not pay for delays or other damages due to lack of coordination with other on-site contractors and subcontractors.

If the Contracting Officer determines that the contractor is failing to coordinate his work with the work of other contractors as directed, he/she may upon written notice:

- (a) Withhold any payment otherwise due hereunder until his/her directions are complied with by the contractor.
- (b) Direct others to perform portions of the contract and change cost of work to contract amount.
- (c) Terminate any and all portions of contract for his failure to perform in accordance with contract.

The Contracting Officer may consider time extensions and equitable adjustments only if he/she determines the delays effecting the ultimate completion date were caused solely by GSA.

6.0 Other Requirements

6.1 Type of Task

This task is a Firm Fixed Price (FFP) award, with T&M and a Cost Reimbursable CLIN for Travel Expenses.

6.2 Period of Performance (POP) and FAR Clauses in Full Text or by Reference

The period of performance of this effort shall be one year from date of award with four optional periods of one year each. The current contract for these services ends on September 24, 2013; the period of performance from date of award through September 23, 2013 will be considered the

transition period. The total period of performance, if all options are exercised, is five years and six months (if the option to extend services clause is utilized by the Government).

Base/Option	Period of Performance Dates
Base Period	August 20, 2013 to August 21, 2014
Option 1	August 20, 2014 to August 21, 2015
Option 2	August 20, 2015 to August 21, 2016
Option 3	August 20, 2016 to August 21, 2017
Option 4	August 20, 2017 to August 21, 2018

6.3 Homeland Security Presidential Directive-12 (HSPD-12)

Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

<http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html>.

In performance of services under this task, contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems by 27 October 2007, have been issued identification in compliance with HSPD-12 policy. In their quotes, offeror's shall confirm they will comply with the government client's identification procedure that is implementing HSPD-12 policy. The Security/Identification point of contact for the client agency that is responsible for implementing their HSPD-12 compliant policy is:

POC Name	Mrs. Winnie Huger
Office Symbol	
Address	
City, State, Zip	
email address	VisitAccessRequest@ic.fbi.gov
Telephone Number	202-436-7628
FAX	202-436-7397

All costs associated with obtaining necessary clearances shall be borne by the contractor.

6.4 Security

The contractor shall be required to have a TOP SECRET Facility Clearance with TOP SECRET safeguarding capability. In performing this contract, the contractor will have access to classified information at the prime contractor facility as well as the Government facilities identified on the DD Form 254. Contractor will also require access to classified information at Government OCONUS facilities.

Personnel assigned to the tasks identified in this statement of work shall possess an appropriate clearance level for the assigned task. **ALL personnel**, whether prime contractor, subcontractor, teaming partner, et-al., directly involved with tasks under this PWS that requires or would require access to the FBI construction sites or FBI facilities shall possess a minimum security clearance level equivalent to Department of Defense (DoD) SECRET or TOP SECRET contingent upon the individuals' role in performing the requirements of this task. All individuals who will travel to an FBI site shall be required to have TOP SECRET CLEARANCE.

These clearances must be transferable and of the same type required by the FBI's Security Division for **restricted unescorted access** in FBI facilities. All individuals must be approved for access according to the below requirements based on the culmination of the information they have access to and access to the FBI site. The proper forms must be accurately completed and furnish to the FBI at least 45 work days prior to the arrival of contract individual to the site (or as early as possible). The required forms are as follows:

FD-816 (Background Data Information Form), two copies

FD-258 (fingerprint card), two copies

FD-484 (Privacy Act)

FD-857 (Sensitive Information Non-Disclosure Form)

FD-316- General Application Form (For "reason for access" entry, enter "New Construction project")

DD254 Department of Defense Contract Security Classification Specification Form

Access to FBI facilities, property or information, will be granted only where such access is clearly consistent with the mission and responsibilities of the FBI. If, for any reason, a contract individual is denied access to any FBI facility, property or information, the FBI will not disclose to the contractor the reason for denial and will only make such disclosure to the affected contractor employee pursuant to the provisions of the Freedom of Information or Privacy Acts. The on-site security officer or CSO is to notify the company and the Contracting Officer's Representative (COR) that the individual was denied access and should not return.

The FBI reserves the right to revoke any contract individual's access to its facilities, property or information, where such access is no longer clearly consistent with the FBI's mission and responsibilities, and the contractor agrees to immediately remove that individual from the work site in such circumstances. In cases of access revocation, the FBI will inform the company/contractor and the COR. If the individual requests the reason for revocation, it must be done according to the Freedom of Information Act.

Appropriate badges may be furnished by the FBI authorizing escorted or unescorted access to FBI facilities and property. The badge, if furnished, will be kept at a location to be determined

by the FBI and shall be picked up by the contract individual granted access upon arrival at FBI premises. It shall be worn at all times on the upper part of the body so as to be clearly visible and will be returned to the FBI whenever the wearer leaves FBI premises for any reason or any length of time. The FBI may require all contract and subcontract individuals to execute a security awareness briefing form, FD-835, "Security Acknowledgment Form."

Upon request, the contractor shall provide, for approval by the FBI, written physical security procedures and policies to be followed by contract individuals for access to the project as well as security measures taken by the contractor to prevent unauthorized entry by contract individuals during off-duty hours.

Escort Requirements During Construction in New, Non-Occupied FBI Facilities

The FBI will maintain control of the facility during the construction process. Once a lease or site agreement is signed, the FBI will immediately install high security locks on all perimeter doors. Keys will not be provided to any individual outside the FBI. In instances where the lessor will not authorize the FBI to maintain control of the space until rent payments begin (usually at completion of construction), an FBI employee will still be required to maintain a presence during the construction process while workers are present.

Where the lessor will not authorize the FBI to maintain key control of the space until rent payments begin, the lessor will accept all responsibility for costs associated with demolition and reconstruction work performed by non-cleared personnel, for allowing non-cleared personnel access to the construction site and for leaving the site unsecured.

The onsite FBI employee will ensure through a daily access roster that all personnel that access the site are appropriately cleared. Any uncleared workers will not be allowed to access the construction site. The FBI employee will be responsible opening the space and ensuring it is appropriately secured. The CSO will provide an awareness briefing to the individuals responsible for on-site surveillance and facility security during the construction phase.

Escort requirements during construction work in existing facilities (i.e. renovation work)

Occupied FBI facilities require more stringent escort controls during construction. All contractors (unless Secret Unescorted or Top Secret Unescorted,) must be "hands on" escorted while in FBI occupied space. Depending upon the layout of the space and work occurring, this may require a one-on-one escort ratio but at no time shall the escort ratio be greater than one FBI employee to three contractors. Appropriate controls must be put into place to ensure inadvertent oversight or overhear by a contractor can occur.

Construction plans/Architectural Drawing and Associated Documentation Protection

All FBI facility drawings and associated documents for construction will be considered as sensitive but unclassified (SBU) according to General Services Administration (GSA), Public Building Service's policy number 3490.1. Items that are considered SBU include, but are not limited to, paper or electronic documentation of the physical facility information such as floor plans, construction plans, specifications, renovation plans, locations of secure facility functions, utility locations, location and type of structural framing, information regarding security systems or designs, etc.

All SBU building information either in electronic or paper forms shall have the following statement imprinted on each page of the information:

**PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY**

**Do not remove this notice
Properly return documents when no longer needed**

The following paragraph will be included on the cover page of the information (such as the cover page on the set of the construction drawings and on the cover page of the specifications) and on the label of all magnetic media:

**PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS,
OR SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice
Properly return documents when no longer needed**

6.5 Place and Hours of Performance

The contractor shall be based in contractor secured office space that is located within 15 miles of the city of Lake Mary, FL. The space shall also be of sufficient size and configuration to provide common work areas (such as a conference room) for up to two visiting U.S. Government (USG) employees or FBI support contractor personnel at various times throughout the period of performance. The government employees shall collaborate with the contractor on drawing reviews/approvals, and specification reviews. There shall be no designated space for full-time, on-site government occupation. The contractor shall have meeting accommodations for a group of up to twelve people, and be able to accommodate joint USG/Contractor working teams on-site that performs design and engineering efforts. The majority of contractor personnel will perform work at this main office location unless official travel is required to provide on-site technical support at FBI facilities CONUS or OCONUS. A SME must be assigned locally to the FBIHQ building in Washington, DC to provide support to the FBI HQ, HQ Off-sites and Quantico sites. Contract employees shall be available to communicate with the government about individual site requirements during the FBI's regular business hours (which are typically 7:30 to 4:00PM daily), Monday through Friday, except Federal Government observed holidays. Contract employees shall work normal business hours associated with the requirements of the task as determined by the deadlines associated with the project schedule, and deliverables timeline schedule outlined herein, and their internal management. For the FFP contract line items (CLINS), the contractor shall manage the hours worked, time off, and overtime for their employees in a manner that ensures the contractor is meeting the objectives of the Task Order.

According to the work assigned, the FBI COR or their designee may determine required hours for high priority tasks and emergent requirements outside the boundary of regular business hours. Technical and administrative considerations at the time the task is being performed will determine if individuals will be able to work other than the regularly scheduled hours.

Under the FFP CLINs, this project requires frequent work that extends beyond normal working hours. The contractor is expected to staff and support the FBI in a manner that meets or exceeds all scheduling requirements. The task is a hybrid FFP and T&M task, that includes minimal other direct costs (ODCs) that are integral part of the overall solution. The T&M portions of this task shall be included as “optional ‘surge’ labor task line items” utilized only at the discretion of the Government to “ramp up” staffing as needed based on FBI project workload demands, and shall be billed against only at the discretion of the Government, for labor and “other direct costs” (ODC) and materials that are an integral part of the overall solution, and are specifically required and authorized by the CO and COR for successful performance of this task. The contractor should notify the client representative, or designee, prior to anyone working extended hours under the T&M CLIN. Under FFP CLINs no further obligation shall exist on behalf of the Government beyond the firm fixed price, as negotiated/awarded, and the contractor does not have to notify the Government of overtime work, unless travel costs shall be affected by the additional work (i.e., extra hotel, per diem, rental car days are required at a remote site).

6.5.1 Contractor Employee Guidelines

The contractor shall not employ persons on this task order if such employees are identified to the contractor by the client representative as a potential threat to the health, safety, security, general well being, or operational mission of the installation and its population.

6.6 Special Terms and Conditions

6.6.1 508 Compliance.

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Applicable standards are 1194.21-1194-26

The Industry Partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

The contractor must indicate in its quote where full details of compliance to the identified standards can be found, such as vendor’s website, etc.

6.6.2 Post Award Orientation Conference

Within seven (7) business days following the task award date, contractor shall attend a Kick-Off Meeting to review task order goals and objectives, and to discuss technical requirements, administrative matters, security requirements, project transition, Government Furnished Information/Materials/Equipment (GFI/GFM/GFE), the milestone schedule, review cycles, and invoicing. At the meeting the contractor shall present their plan for controlling the task costs and schedules.

6.6.3 Transition Plan (Phase In and Out of Task Order)

The Contractor shall conduct an orderly and efficient transition with any incumbent or successor contractor to ensure that the required services are performed with seamless continuity, and without interruption. The Transition Plan must include methodology and schedule to inventory and relocate all existing Government Furnished Property (GFP) property from the existing Spartanburg, SC facilities to the new contractor provided office facility located in Lake Mary, FL. A list of the Government Furnished Property (GFP) that shall be provided to the contractor is found in attachment "A". NOTE: The contractor must accept but does not necessarily have to use all the GFP, and may opt to utilize some of their own GFP (i.e., the contractor could choose to use their own plotter printers and/or desk top printers). A draft transition plan shall be submitted with the proposal, and full incorporated into the final awarded task order. The document shall be a "living document," which means that the Government may require changes to the plan after award of the task order. The contractor shall have 10 calendar days after the initial Kick-off Meeting to finalize the Transition Plan based upon Government input, or sooner as mutually agreed upon. The contractor shall implement the Transition Plan, with agreed upon changes (which shall officially be incorporated into the task order via modification), immediately following the Kick-off Meeting. Refer to Attachment 5 for material inventory.

6.6.4 Transferring of Government Property Accountability.

Government property shall be transferred from one contract to another only when firm requirements exist under the gaining contract (see [45.102](#)). The transfer of the property shall be documented by modifications to both gaining and losing contracts. Once transferred, all property shall be considered Government-furnished property to the gaining contract. The contractor shall set up a meeting time/date to pick up the Government property from the current contractor (who is located in Spartanburg, SC). The attendees of this meeting shall be the Government COR and/or CO, the incumbent contractor cognizant representatives, and the contractor awarded the task order for the requirements herein. The Government shall review/assess the condition of the Government property, and inspect the property with the two contractor parties (incumbent and new contractor). The parties shall notate the condition of the property on location in Spartanburg, and the property shall be signed over to the new contractor who will use the property in performance of this PWS. The new contractor shall agree to accept the property in the condition the property is found in onsite, or reject responsibility for the property (if the property isn't in working order). If the contractor rejects the property, the Government shall take possession of the property, and transport the property to the cognizant property office for disposal.

Note: The transition period shall not exceed 30 days, and the transition shall be completed by September 24, 2013.

6.6.4 Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

6.6.5 Limitation of Funds

The Contractor shall not perform work resulting in charges to the government that exceed obligated funds. The contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, the charges to the government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

6.6.6 Unilateral Modifications for Funds Management

The standard FAR 52.212-4 Contract Terms and Conditions – Commercial Items Clause, with its Alternate I, is tailored to allow unilateral modifications to be issued after award of this task to obligate funding. The acceptance of the task award by the vendor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the GSA CO unilaterally. The vendor has responsibility for funds monitoring and tracking so by acceptance of this change, the vendor is agreeing to obtain in a timely manner the unilateral modifications from ITSS for the purpose of ensuring that funding totals are not exceeded and to ensure the vendor's responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the SOW/PWS.

6.6.7 Records/Data

All software (databases/code) produced at the request of the client becomes the sole property of the United States Government and shall enter the public domain and is non-proprietary. Subsequent use of this software for commercial purposes by the Contractor or any other entity may occur only after a properly filed Freedom of Information Act (FOIA) request has been approved by the Government. Any such subsequent use shall attribute the origin of the software to the client.

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract

are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government.

Copyright: Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:

“This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions.”

6.6.8 Government Furnished Information/Data

Site floor plans, specifications, and references will be provided by the COR. Site drawings, cable run sheets and complete technical documentation generated by the contractor, as well as documentation that was provided to the contractor by the COR or technical point of contact (TPOC) shall be delivered NLT thirty (30) work days to FBI's TPOC following the completion of the project. All Government information shall be strictly controlled in accordance with the Procurement Integrity Act, and all business conducted in a manner that is above reproach (FAR 3.101).

7.0 Invoicing/ Procedures for Payment

The Period of Performance (POP) for each invoice shall be for one calendar month. The contractor shall submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- The end of the invoiced month (for services) or
- The end of the month in which the products (commodities) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hours and Time and Material orders/contracts each invoice shall show the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor shall submit all required documentation (unless exempted by the contract or order) as follows:

- For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.
- For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.
- Contractor Access Fee (CAF): The CAF shall be paid in accordance the Alliant Small Business Ordering Guide and applicable clauses in the basic GWAC.

NOTE: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

7.1 Posting Acceptance Documents

Invoices shall initially be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS, to allow the client (CR) to certify the services have been received and the GSA COR to electronically accept the invoice. Included with the invoice will be all backup documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

7.2 Receiving Agency's Acceptance

The receiving agency has the following options in accepting and certifying services;

- Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.
- On Paper Copy: The client agency may accept and certify services by providing written acceptance with the signature of the authorized client representative and the date of acceptance.

NOTE: The Government's preference is that receiving agency's acceptance is conducted electronically.

Regardless, of the method of acceptance the contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the CR, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the

Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the contractor shall submit an invoice.

NOTE: The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted.

NOTE: If the required documentation including, (A) the customer's signed written acceptance OR (B) the customer's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.

7.3 Posting Invoice Documents (ONLY ELECTRONIC INVOICES SHALL BE ACCEPTED)

Contractors shall submit invoices to GSA Finance for payment, after acceptance has been processed in GSA's electronic Web-Based Order Processing System, currently ITSS. The contractor has the option of posting the invoice on GSA's Ft. Worth web site,

www.finance.gsa.gov/defaultexternal.asp

7.4 Content of Invoice

The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Task Order Number
- Task Order ACT Number
- Prompt Payment Discount
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number (for T&M or Labor Hour)
- Actual Hours Worked During the Billing Period (for T&M or Labor Hour)
- Travel Itemized by Individual and Trip (if applicable)
- Training Itemized by Individual and Purpose (if applicable)
- Support Items Itemized by Specific Item and Amount (if applicable)

7.5 Final Invoice

Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task

completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COR before payment is processed, *if necessary*.

7.6 Close-out Procedures

The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

8.0 Task Order Terms and Conditions

8.1 Place of Performance: The contractor shall be based in contractor secured office space that is located within 15 miles of the city of Lake Mary, FL. The space shall also be of sufficient size and configuration to provide common work areas (such as a conference room) for up to two visiting U.S. Government (USG) employees or FBI support contractor personnel at various times throughout the period of performance. The Government employees shall collaborate with the contractor on drawing reviews/approvals, and specification reviews. There shall be no designated space for Government occupation. The contractor shall have meeting accommodations for a group of up to twelve people, and be able to accommodate joint USG/Contractor working teams on-site that performs design and engineering efforts. The majority of contractor personnel will perform work at this main office location unless official travel is required to provide on-site technical support at FBI facilities CONUS or OCONUS. A SME may be assigned locally to the FBIHQ building in Washington, DC to provide support to the FBI HQ, HQ Off-sites and Quantico sites.

8.2 Hours of Operation/Management of Contractor Time/Attendance: Contract employees shall be available to communicate with the Government about individual site requirements during the FBI's regular business hours (which are typically 7:30 to 4:00PM daily), Monday through Friday, except Federal Government observed holidays. Contract employees shall work hours associated with the requirements of the task as determined by the deadlines associated with the project schedule, and deliverables timeline schedule outlined herein, and their internal management. For the FFP contract line items (CLINS), the contractor shall manage the hours worked, time off, and overtime for their employees in a manner that ensures the contractor is meeting the objectives of the Task Order.

According to the work assigned, the technical monitor (COR) will determine required hours. Technical and administrative considerations at the time the task is being performed will determine if individuals will be able to work other than the regularly scheduled hours.

Under the FFP CLINs, this project requires frequent work that extends beyond normal working hours. The contractor is expected to staff and support the FBI in a manner that meets or exceeds all scheduling requirements. The task is a hybrid FFP and T&M task. The T&M portion of this

task shall be utilized only at the discretion of the Government to “ramp up” staffing as needed based on FBI project workload demands, and shall be billed against only at the discretion of the Government, for labor and “other direct costs” (ODC) and materials that are an integral part of the overall solution, and are specifically required and authorized by the CO and COR for successful performance of this task. The contractor should notify the client representative, or designee, prior to anyone working extended hours under the T&M CLIN. Under FFP CLINS no further obligation shall exist on behalf of the Government beyond the firm fixed price, as negotiated/awarded, and the contractor does not have to notify the Government of overtime work, unless travel costs shall be affected by the additional work (i.e., extra hotel, per diem, rental car days are required at a remote site).

8.3 Key Personnel: Key Personnel must be assigned for the duration of the task order subject to the terms contained in the Alliant Small Business, Contract. The Government requires the offeror to submit, with the proposal, the resumes of personnel proposed to support specific tasking identified in this SOW for approval to include the following full time equivalent positions:

- Program Manager (1)
- SME RCDD / Project Lead (2)
- Quality Assurance Specialist (2)
- Technical Editors (CAD Operators) (2)

Total of seven (7) Full Time Equivalent Personnel

The Government shall not pay any costs associated with removing existing key personnel from the project, for relocation of key personnel, nor will the government directly reimburse the contractor for recruitment of key personnel.

8.3.1 OPTIONAL SERVICES: The Client reserves the right to exercise the included optional services CLINS on as needed bases, to increase the level of coverage under the terms of this task order. All optional services shall be pre-priced, and are not subject to equitable adjustments that may take place over the life of the basic GWAC contract. (See the CLIN structure for details).

8.4 Contracting Officer’s Representative (COR) Designation: After task order award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation. Technical oversight of this task will primarily be performed by FBI through the contracting office. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. The COR will not provide any supervision or instructional assistance to contractor personnel. The COR **does not** have the authority to modify or otherwise alter a Government contract/task order/purchase order, nor obligate, the Government in any manner. The COR appointment may be revoked/changed by the CO at any time.

Changes in the task order requirements, price or terms and conditions shall only be made by the CO via properly executed modifications to the Contract or task order.

8.5 Technical Guidance and Consultation: Performance of the work under this task order shall be subject to the technical guidance of the COR. The term "technical guidance and consultation" is defined to include, without limitation:

- Information to the Contractor which fill in details or otherwise serve to accomplish the SOW.
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
- Review and, where required by the task order, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the task order and the appropriateness of ODC charges.
- Technical guidance and consultation by the COR must be within the scope of work stated in the task order. The COR does not have the authority to, and may not, issue any technical direction which:
 - Constitutes an assignment of additional work outside the SOW;
 - Constitutes a change as defined in the task order clause entitled "Changes";
 - In any manner causes an increase or decrease in the total price or the time required for task order performance;
 - Changes any of the expressed terms, conditions or specifications of the task order; or interferes with the Contractor's right to perform the terms and conditions of the task order.

The Contractor shall proceed promptly with the performance of technical information/consultation and guidance duly issued by the COR, in writing, in the manner prescribed within this PWS if, in the opinion of the Contractor, any instruction, guidance or consultation falls within one of the above categories, the Contractor shall not proceed and shall notify the CO in writing within two (2) working days after receipt of any such instruction, consultation or guidance. The contractor shall request the Contracting Officer to modify the task order accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical guidance given by the COR is within the scope of the Contract effort and does not constitute a change under the "Changes" clause of the task order; or
- Advise the Contractor within a reasonable time that the Government will issue a written modification to the task order.

A failure of the Contractor and CO to agree that the technical guidance or consultation is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause at FAR 52.212-4(d), under the paragraph titled "Disputes" of the task order.

8.6 Organizational Conflict of Interest

NOTE: CONTRACTORS WHO ARE CURRENTLY UNDER ACTIVE GSA TASK ORDERS SPECIFICALLY IN SUPPORT OF FBI TSSU OR RELATED FBI PROGRAMS, WHICH INCLUDE A BASE PERIOD AND OPTION PERIODS, ARE EXEMPT FROM PARTICIPATION IN COMPETITION FOR/UNDER THIS TASK ORDER. The exclusion of current contractors who have been awarded long term FBI task orders will prevent potential conflicts of interests and unfair competitive advantage risks. All contractors shall report all COI concerns, and/or potential issues to the Contracting Officer immediately (i.e., as soon as the conflict becomes known).

The purpose of this restriction is to protect the integrity of future procurements by ensuring that a contractor (1) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this task order, and (2) is not able to manipulate a competition for a Government contract to its favor and (3) ensures objectivity of personnel performing quality assurance tasks, including validation of site test data, reporting contractor performance, and installation contractor adherence to design package.

The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint ventures, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both. Further, the contractor shall describe in its Management Plan how it will comply with the following limitations.

(1) Access to and use of information.

(i) If the contractor, in the performance of this contract, obtains access to information, such as FBI or contractor plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.Code 552a), and applicable agency rules and regulations), or proprietary data which has not been released or otherwise made available to the public by FBI., the contractor agrees that without prior written approval of the contracting officer (at a minimum, a Conflict of Interest mitigation plan must be submitted - see FAR 9.5) it shall not:

(A) Use such information for any private purpose including but not limited to consulting services, advisory services, or responses to fair opportunity task order processes unless the information has been released or otherwise made available to the public;

(B) Submit an unsolicited proposal to any federal agency which is based on such information until one year after such information is released or otherwise made available to the public; and

(C) Release such information unless such information has previously been released or otherwise made available to the public.

(ii) The contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

2. Disclosure after award.

(i) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The contracting office may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(ii) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the CO, GSA may terminate this contract for default.

Breach. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, GSA may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

Waivers. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

8.7 Subcontractor Terms and Conditions: All task order terms and conditions associated with this task order shall be flowed down, and applicable to all subcontracts, per Federal Acquisition Regulation (FAR). The prime contractor shall include all applicable terms and conditions in all subcontracting agreements. The prime contractor is required to comply with FAR 52.219-14, Limitations on Subcontracting, as this is a small business set-aside procurement.

8.8 Personal Service: This is not a personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract." The contractor's daily activities shall be governed by this PWS, industry standards, government standards, policies and laws, and government project plan, schedule, and budget demands/requirements.

To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task:

- Contractor provides for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.

- Ensure close communication/coordination with the Client COR, GSA PM, and GSA CO - reporting technical problems to the Client COR and GSA PM as they occur (not waiting for a monthly meeting). Report all problems (technical or strictly contractual) to the CO and COR that will directly affect performance of and conformance to the PWS, budget, and/or schedule.
- Do not permit government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government job.
- Do not assign contractor personnel to work "under" direct government supervision. The contractor shall supervise his/her own employees. The PWS shall direct work to be conducted on a daily basis.
- Maintain a professional distance from government employees.
- Provide contractor employees with badges and email accounts identifying them as contractors.
- Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do or what to do to successfully complete the job). The Government outlines the required outcomes and objectives to the contractor.
- Assign a task leader to the task order. The task leader or alternate should be the only one who accepts deadline, project or other tasking information from the assigned Government point of contact or alternative.
- The Government has the right to reject the finished product from the contractor for nonconformance in accordance with this PWS, and this does not constitute personal services.
- When travel is required for the performance on a task, the contractor personnel are only to travel as directed by their contract management. All travel shall be approved (because Government funds are being utilized) by the COR, without exception.

8.9 Travel: Travel is anticipated during the performance of this requirement and contractor personnel are expected to actively participate in official travel to numerous FBI locations in the Continental United States. Since the anticipated travel cannot be accurately forecasted, it shall be awarded on a reimbursable basis for actual allowable costs that apply over the life of the Task Order. All travel shall be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46. The contractor shall ensure that the requested travel costs will not exceed the amount authorized in this task order. At no time may the contractor incur costs above the published per diem/lodging rates without prior approval by the GSA contracting officer, with coordination through the COR. ALL travel requests must be coordinated with the COR or their designee. No reimbursement will be given for unnecessary travel expenses. The Federal Travel Regulations are published on the following website: <http://www.gsa.gov/portal/content/104790>, Per diem rates published on the following website: <http://www.gsa.gov/portal/category/104711>.

The contractor shall seek tax relief when traveling on behalf of the Federal Government.

The [Federal Travel Regulation](#) implements requirements and Executive branch policies for travel by federal civilian employees and others authorized to travel at government expense (e.g., contractors).

OCONUS Travel per diem rates are found on the Department of State website:
http://aoprals.state.gov/web920/per_diem.asp.

8.10 Reimbursable Costs: All reimbursable costs must be authorized by the COR, and the CO per the requirements stated herein,. All cost reimbursable requests shall be in conformance with contract requirements.

8.10.1 Other Direct Cost Reimbursement: The definition of ODCs are costs that are an integral part (and within the scope) of the overall solution, but are not awarded on the basic contract. This means that the ODCs are considered “open market items,” and therefore, special processes must be followed to procure these items. Travel, materials, and services which are not awarded as priced items on the basic contract, are considered ODCs. Only those items that are within scope shall be procured under the terms of this task order/contract.

ODCs are procured on a cost reimbursable basis in accordance with the direction herein. Failure to follow the requirements herein will be at the risk of the contractor, as the contractor will not be reimbursed for items procured without following the procedures stated in this PWS. ODCs shall either be procured by the contractor via FAR 51 Deviation or via “open market procedures”. ALL ODCs shall be approved in advance, without exception.

The only allowable ODCs under the terms of this task order are:

- 1) Security Software to control FBI materials/information.
- 2) Shipping
- 3) Travel

The contractor shall attempt to, nor shall it charge, the Government for anything that is considered a normal cost of doing business expense to support the requirements of this PWS.

8.10.1.1 Consent to Purchase Coordination Requirements: Purchases under the reimbursable CLINs of the task order shall be broken into two separate distinct types, purchase off of GSA Schedule under a Contracting Officer approved FAR 51 Deviation Authority, and purchases that are open market basis (i.e., not under an established GSA pre-established schedule contract). All purchases shall be requested via a CONSENT TO PURCHASE (CTP) FORM. The consent to Purchase Coordination Process shall be administered as follows:

The contractor shall submit a “Consent to Purchase” form in advance of incurring any costs in support of this task order/contract, including all materials, ODC labor, and/or travel requests. The contractor submit a “Consent to Purchase” form for all materials, ODC labor, and travel requests. The contractor shall obtain an email approval from the COR for labor, material, or red line shipping charges that are \$3000.00 and under. The CO, PM and the COR shall approve all CTPs that are over \$3000.00. ALL CTPs shall be sent to both the Contracting Officer's

Representative (COR) and the Contracting Officer (CO), simultaneously, and may be emailed.

8.10.1.1.1 FAR 51 Deviation:

General Background. On October 8, 2009, a class deviation to FAR Part 51 was granted by GSA's Senior Procurement Executive in accordance with FAR Subpart 1.404, Class deviations. The deviation permits federal contracting officers to authorize GSA contractors, who are performing an order on a time-and-material or labor-hour basis, to purchase supplies and services from schedule contractors or to process requisitions through the Global Supply Program.

For comprehensive guidance on the proper use the FAR Part 51 authority granted by the deviation, please refer to the Ordering Guide at www.gsa.gov/far51deviation. To grant this authority to the contractor the contracting officer shall be provided in the form of a written authorization to the buying contractor in accordance with FAR Subpart 51.102.

8.10.1.1.A FAR 51 DEVIATION APPLICABLE FAR CLAUSE:

52.251-1 Government Supply Sources (Apr 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization. (End of Clause)

8.10.1.1.B INVOICING AND PRICING UNDER FAR 51 DEVIATION: When GSA contractors place orders with MAS and GSA Global Supply under the FAR Part 51 deviation authority, the buying contractor who is purchasing the items is not permitted to add a fee or markup to the items.

Items must be invoiced at the price for which they were procured from the selling contractor. The contracting officer shall ensure that the buying contractor is in compliance with the written FAR 51 authorization, which shall be documented by the contractor via the CTP instructions herein and submitted to the contracting officer and the COR. If utilizing the Schedules Program the Contracting Officer shall ensure that the buying contractor has followed the ordering procedures in FAR 8.405-1 to promote competition. Compliance with FAR 8.405-1 shall be verified by requesting evidence from the buying contractor that competition has been conducted, e.g. RFQ, quotes received, etc., which shall be documented via the CTP process described herein.

8.10.1.1.2 OPEN MARKET CTP PROCESS: All unpriced ODC items/services that are not procured under the FAR 51 Deviation (i.e., from a GSA Multiple Award or Global Supply Schedule contractor), shall be considered "open market purchases." No fees or mark up may be added to the items procured under the terms of this task order on an open market basis. If the ODC is an open market ODC, which was not pre-priced on the original task order, and is valued at \$10,000.00 and over, the contractor shall modify the item into their Alliant Small Business contract, prior to submitting the CTP to the Contracting Officer and COR. If the item is modified into the Alliant Small Business base GWAC contract, the cognizant GWAC CO will

prove the prices fair and reasonable; however, the GSA Task Order CO shall reserve the right to further negotiate pricing discounts based on product or services volume requirements.

The approvals for the various categories of CTPs shall follow the protocol listed below:

8.10.1.2 ODC Shipping Reimbursement Coordination: Contractor shall seek to obtain the best valued shipment pricing for the Government. Almost all shipping costs should be under \$3,000.00; however, shipping costs that are over \$3000.00 shall be sent to the COR and the COR will send to the CO. All approvals can be processed/approved via an approval email message (the forms do not have to be physically signed). Shipping costs shall only be for those materials being shipped to the FBI office/work sites, and shall be shipping of the materials managed, and/or purchased under the terms of this task order.

8.10.1.3 Travel Reimbursement Coordination: ALL travel shall be scheduled at least two weeks in advance. Emergency requirements shall be defined/initiated and approved/validated by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and all lodging shall be at or below allowable, published lodging rates for the respective locality. The contractor is required to ensure good stewardship of travel funds, and shall seek rates lower than the approved FTR/JTR lodging rates whenever possible. The contractor shall locate and utilize the airport that will provide the lowest total cost of travel possible. The contractor is required to submit a cost benefit analysis to support any travel prior to incurring travel expenses to the COR [this documentation shall also be submitted with the contractor's invoice].

In the event lodging is not available at the published lodging rates (or below the published rates), the contractor shall submit a CTP with a complete explanation to explain the circumstances in advance of the travel dates, and the backup documentation from at least three hotels in the TDY location to substantiate the unavailability claim. The CTP shall be reviewed and approved/rejected by the COR, PM and CO in advance. Travel charges over and above allowable lodging rates and/or per diem without proper approval and support documentation from the, shall be at the expense of the contractor. The contractor shall make every effort to save Government travel dollars, to stay at hotels that are below the Government rate, negotiate the lowest airfares and car rentals, and shall plan travel in as far advance as possible. All CTPs for travel shall be approved by the COR at all dollar values. The CO, PM and COR shall approve all CTPs for travel.

8.10.1.4 Materials/Labor/Shipping Other Direct Cost (ODC) Reimbursement Coordination: All materials procurements shall be pre-approved by the COR (at any value) via the CTP form that is attached. The COR shall approve materials valued below \$3000.00. All materials shall be within the scope of this task order. The COR, PM and CO shall approve (via email) all materials valued at or above \$3000.00. Purchases for materials shall be accompanied

by three quotations, which shall establish fair and reasonable pricing for the materials being procured. The contractor is not to sole source any materials procurements. The quotations for all materials and/or ODCs over \$3000.00 shall be submitted to the COR for approval, and the COR shall route the CTP and supporting documentation to CO for approval. Only those materials and ODCs that are within the scope, are an integral part and in direct support of this task (per the PWS) shall be reimbursed by the Government.

8.11 Modification Authority: Notwithstanding any of the other provisions of this task order, the Contracting Officer shall be the only individual authorized to:

- ☐ Accept nonconforming work,
- ☐ Waive any requirement of this task order, or
- ☐ Modify any term or condition of this task order.

Modifications may be initiated by the Government or by the contractor. Contractor modification requests shall be requested by the contractor via email to both the GSA CO, GSA Acquisition Project Manager, and the COR simultaneously. The request shall include a complete description of why the alteration to the contract is necessary, the cost (including the entire proposal breakdown in Excel format) explaining cost derivatives, the time/date requirement, reasoning for the mod, and any and all other facts necessary for the Government to make a decision regarding the modification. The submission of a modification to the parties does not imply acceptance of the modification terms and conditions. All modifications shall be made formally, and in writing on an SF30 via the ITSS contract/task order writing system.

8.12 Government Furnished Equipment and Information: Government Furnished Information (GFI) and GFE, (identified in Attachment A) will be provided in conjunction with completion of work under this SOW. All such GFI and GFE are the property of the Government. At no time does GFI and GFE belong to the contractor, and at no time may the Government be denied access to this equipment and data. All data on Government equipment or contractor equipment used for this task order will be the property of the Government and the Government shall have full rights to use, disseminate, and dispose of the information.

8.12.1 Procurement Integrity Act: During the performance of this task, the contractor will handle, be privy to, and/or help develop information that is in support of Federal Government Procurements, and therefore the Procurement Integrity Act (41 U.S.C. §423, implemented at FAR 3.104) shall apply to the information managed hereunder. ALL INDIVIDUALS serving under this task order and PWS are subject to compliance with the Act.

The Procurement Integrity Act has four basic provisions:

- A ban on disclosing procurement information;
- A ban on obtaining procurement information;
- A requirement for procurement officers to report employment contacts by or with a competing contractor; and

- A 1-year ban for certain personnel on accepting compensation from the contractor.

The Ban on Disclosing Procurement Information

- The Act prohibits the disclosure of "contractor bid or proposal information" and "source selection information."
- The ban applies to:
 - Current Federal employees;
 - Former Federal employees;
 - Individuals (such as contractor employees) who are currently advising the government regarding the procurement; and
 - Individuals (such as contractor employees) who have advised the government regarding the procurement, but are no longer doing so.
- The ban applies until the contract is awarded.

The Ban on Obtaining Procurement Information

- Individuals are prohibited from knowingly obtaining "contractor bid or proposal information" or "source selection information" before the award of the contract to which such information relates, other than as provided for by law.

The ban applies to everyone (including Federal employees and contractor personnel).

8.13 Software Made Available for Contractor's Use. The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.

The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party. The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this task order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of the Government's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

In the event the Government requires renewal of this software to fully support the requirements of this task order, those charges may be authorized by the CO and COR under the ODC CLIN. (SEE ODC procurement procedures.)

The contractor shall provide a secure information technology platform (i.e., ancillary security software) for which data will be exchanged in support of the requirements of this task order (i.e., drawings, individual design packages, cable run sheets, work statements, reports, etc.). The contractor shall be responsible for maintaining a preexisting domain that has been set up to use in support of transferring data between the Government and the contractor in support of this task order. This expense shall be directly reimbursed under the ODC CLIN, and shall be approved via the CTP process for approving ODCs.

8.14 Contractor Furnished Items: The contractor shall provide any and all required labor and materials to support this task, unless otherwise identified herein (i.e., Government Furnished Property). All items purchased by the contractor which are approved under the terms of this task order, shall become the property of the Government (e.g., software license renewals).

8.15 Information Technology Security Training and Oversight: All Contractor employees using Government automated systems or processing sensitive information shall be required to receive Security Awareness Training (SAT). The SAT refresher course must be completed at least annually. Contractor employees with significant security responsibilities shall annually receive specialized training specific to their responsibilities. The level of training shall be certified to be commensurate with the employees' duties and responsibilities. All employees of the contractor are responsible for securing/controlling/protecting Government records and information.

8.16 Inspection and Acceptance Criteria: See inspection and acceptance clauses.

9.0 Level of Effort

The Government estimates that the base year plus four option years will primarily involve only FFP services, which includes a set level of personnel required to meet the Government requirements. The Government has included, and will evaluate prior to award, the option to add additional labor on an FFP and/or T&M basis if deemed necessary by the Government, due to project demands. The optional labor categories that appear in the CLIN schedule will allow the expansion of services under the terms of this order based on the needs of the Government over the base and four year period of this task order. The Government reserves the right to convert T&M labor hour requirements to FFP requirements (i.e., increase the number of FFP FTE personnel needed to perform on a consistent/month to month basis), if the requirements under the scope of this task order deem the action necessary. The FFP rate shall be based on the labor hour rates negotiated in the order; however, the Government reserves the right to negotiate the rates when there is a need to transfer services from the T&M CLINs to the FFP CLIN type.

The contractor shall provide only those personnel possessing qualifications and experience requirements which reflect an ability to perform all responsibilities for the specified labor category.

The FFP labor categories and the optional labor categories represent the Government's minimum need. The majority of the contractor personnel will perform work within a 15 mile radius of Lake Mary, FL unless official travel is required to provide on-site technical support at FBI facilities CONUS or OCONUS. Additionally, one FTE is required to be located at the Government facility in Washington DC, and will sit in Government space at the official FBI HQ.

10.0 FAR Clauses Incorporated by Reference and by Full Text:

In addition to the applicable clauses contained in the Alliant Small Business task order, the following FAR clauses are included in this task for added emphasis of their applicability:

FAR CLAUSES INCLUDE:

52.212-4	Contract Terms and Conditions (FEB 2012), with its ALTERNATE I (for T&M applicable line items) NOTE: This clause has been tailored herein, to allow unilateral modifications for the obligation of funding only. SEE SECTION 6.6.7, titled "Unilateral Modifications for Funds Management." – Incorporated by full text below.
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2013) (See Full Text Version Below: CO has selected the applicable clauses)
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (DEC 2007)
52.245-1	Government Property (April 2012), The clause with its Alternate I. Incorporated by Full Text below.
52.227-14	Rights in Data – General (December 2007)
	** All other clauses from the Alliant SB GWAC basic contract flow down to this task order.

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

As prescribed in [12.301\(b\)\(3\)](#), insert the following clause:

Contract Terms and Conditions -- Commercial Items (Jun 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include

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- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide

the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(3) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

Alternate I (Aug 2012) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) *Indirect Costs* (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a

fixed amount for the indirect costs and payment schedule. Insert “\$0” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’.”)]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor’s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. (End of Clause)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

_____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 X (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

 X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

_____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

_____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ☐ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☐ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☒ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ☐ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☐ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (Mar 2012) of 52.225-3.
- ☐ (iii) Alternate II (Mar 2012) of 52.225-3.
- ☐ (iv) Alternate III (Nov 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

 (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

 X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.] ** SCA is NOT APPLICABLE, PROFESSIONAL SERVICES SHALL BE UTILIZED IN THE PERFORMANCE OF THIS REQUIREMENT, UNLESS OTHERWISE SPECIFIED AT THE MODULE LEVEL.

 (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR Clause 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204.10, Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010)

(a) Definitions. As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly

compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

SPECIAL CLAUSES (TO BE PLACED IN THE APPROPRIATE APPENDIX IN THE PWS TEMPLATE)

52.245-1 Government Property (JUNE 2007)

(a) *Definitions.* As used in this clause—

“*Acquisition cost*” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“*Cannibalize*” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“*Contractor-acquired property*” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“*Contractor inventory*” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) “*Contractor’s managerial personnel*” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“*Demilitarization*” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“*Discrepancies incident to shipment*” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“*Equipment*” means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“*Government-furnished property*” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

“*Government property*” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

“*Material*” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

“*Nonseverable*” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“*Plant equipment*” as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

“*Precious metals*” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property.* The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance;

or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;
(B) Commencement of processing of the property for use in contract performance; or
(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in

shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility*. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of

Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract. [H1 is amended with Alternate I of the clause]

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause.*

(i) *Contractor with an approved scrap procedure.*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on [Standard Form 1428](#), Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph

(j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use [Standard Form 1428](#), Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections*. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) *Disposition instructions*.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the

Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

***Alternate I (June 2007).* As prescribed in [45.107\(a\)\(2\)](#), substitute the following for paragraph (h)(1) of the basic clause:**

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

52.245-9 Use and Charges.

As prescribed in [45.107\(c\)](#), insert the following clause:

USE AND CHARGES (JUNE 2007)

(a) *Definitions.* As used in this clause:

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

“Plant equipment”, as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

- (i) Approves a subcontract specifically authorizing such use; or
- (ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for

nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation.* At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under [18 U.S.C. 641](#).

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999): The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration of the contract.

FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000): The Government may extend the term of this contract by written notice to the Contractor at least 1 day prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months (if the clause at 52.217-8 is exercised).

GSAR 552.217-71 Notice Regarding Option(s) (NOV 1992): The General Services Administration (GSA) has included an option to *extend the term of this contract* in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

11.0 References

The following documents form a part of this Performance Based Statement of Work to the extent specified herein.

- a. ANSI/EIA/TIA-568 Commercial Building Telecommunications Wiring Standard
- b. ANSI/EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways & Spaces
- c. Telecommunications Infrastructure Standards For Data Centers IEEE.802.3
- d. National Security Telecommunications and Information Systems Security Instruction (NSTISSI) NO. 7003 (Protective Distribution Systems (PDS))
- e. ANSI/EIA/TIA-606 Administration Standard for Telecommunications Infrastructure of Commercial Buildings
- f. ANSI/EIA/TIA-607 Commercial Building Grounding/Bonding Requirements
- g. National Security Telecommunications and Information Systems Security Advisory Memorandum (NSTISSAM) TEMPEST/2-95 Red/Black Installation Guidance
- h. BICSI network design and installation standards

ATTACHMENT A

Government Furnished Property

- *If the awardee does not wish to accept this property to perform the task, the listing and all GFP clauses shall be removed at the time of award. The Governmnet reserves the right to change this list of property.*

ITEM	DESCRIPTION	SERIAL NO.	FBI PROP. NO.	REMARK
1	Dell Poweredge Model 6800 Server	GLGZZD1		
2	Dell Ultrasharp 15 inch monitor, Model 1800FP	MX07R477-48323-36B-08J4		
3	Micronet Model PR2500U2F Raid Drive	1529363		
4	HP Model C7780C Plotter	DK3575203C	F1336154	
5	HP Model Q7829A MFP	CNBXB12818	F2447214	
6	Brother Model MFC8500 Fax Machine	U56575G2J584436		
7	Sharp Model AR-M257 Copier	85032866	TBD	
8	HP Color Laserjet Model CP4005n	JP4LC19971	F2426465	
9	Replicator Model SD443SNP (Scanner)	TBD	TBD	
10	Canon iPF 750 Plotter	TBD	TBD	
11	Staples 4 Drawer Lockable Filing Cabinet	N/A	N/A	
12	Fluke Networks DTX-1800 Cable Analyzer	1118031	TBD	
13	Fluke Networks DTX-1800 MFM2	1118032	TBD	
14	CAT 6A Channel Adapter	N/A	TBD	
15	CAT 6A Channel Adapter	N/A	TBD	
16	Fluke Networks DTX-1800 Cable Analyzer	9748120	TBD	
17	Fluke Networks DTX-1800 MFM2	9748119	TBD	
18	CAT 6A Channel Adapter	N/A	TBD	
19	CAT 6A Channel Adapter	N/A	TBD	
20	Dell Latitude D800	DSNIE-OF8382-49000-5211-11TT7	F1072129	ONSITE GOV USE
21	Dell Precision 360	H7BL631	F1072130	ONSITE GOV USE

22	Dell Precision 340	360WL21	F1072167	ONSITE GOV USE
23	NEC Multisync 3210-BK-	59002340YA	F1324151	ONSITE
	IT(A) LCD			GOV USE
24	Tyco AMP Light Crimp MTRJ Test Kits	1278829-2	TBD	
25	Tyco AMP Light Crimp MTRJ Test Kits	1278829-2	TBD	
26	JDSU VFL Model BN225201(OVF-1)	N/A	N/A	
27	JDSU VFL Model BN225201(OVF-1)	N/A	N/A	
28	Sonicwall Model TZ210	0017C543069C	TBD	
29	APC Smart-UPS 2200VA	2200VA-RM	TBD	
30	10U 19 Inch Wall Mounted Equipment Cabinet	CAB1019WALLMOUNT	TBD	

APPENDIX A

Points of Contact

1.0 Points of Contact.

1.1 FBI Contracting Officer Representative (COR)

The following person has been delegated COR duties by the GSA Contracting Officer:

NAME: Ken Baicar
TITLE: Assistant Unit Chief
ORGANIZATION: FBI/TSSU
CONTACT INFO:

Appendix F details tasks delegated to the Client Representative.

1.2 GSA Contracting Officer

NAME: Sheila Morrison
TITLE: Contracting Officer
ORGANIZATION: GSA - FAS
CONTACT INFO: Sheila.morrison@gsa.gov

1.3 GSA Project Manager

NAME: Russ Peery
TITLE: Project Manager
ORGANIZATION: GSA/FAS/TSD
CONTACT INFO: russ.peery@gsa.gov

1.4 GSA Invoice Reviewer

NAME: Russ Peery
TITLE: Project Manager
ORGANIZATION: GSA/FAS/TSD
CONTACT INFO: russ.peery@gsa.gov

APPENDIX B

Evaluation Criteria

(NOTE: This Attachment falls off of the PWS at the time of task order/contract award).

52.212-2 Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SECTION 1.0 below represents the fill-in information related to the requirements of this provision:

1.0 Implementation of Evaluation Criteria

GSA will evaluate all quotes to determine the best value to the government. GSA will make that determination based on each vendor's quote using the following evaluation criteria, listed in their descending order of importance:

- Past Experience (PE) and its relevancy to the scope, size, and duration of requirements identified in the PWS within the last 5 years.
- Technical Approach (TA) and its feasibility, practicability and appropriateness in accomplishing PWS requirements.
- Price: Evaluated to determine that the price is fair and reasonable.

Technical Approach and past experience when combined are more important than price. As the difference in non-price factors becomes closer, price may become more important. Non-price factors will be evaluated first, then price.

This requirement is a commercial procurement and will be conducted in accordance with FAR Parts 12 and 16.5, as the task order will be placed against a GWAC (Alliant Small Business contract).

Because the Government reserves the right to make award without negotiation/discussions, if any of the evaluation factors (PE/TA) receives a less than acceptable rating, the quote may not be reviewed any further and may not be considered for award. The Government reserves the right to hold discussions, ask for clarification or have other communications with offerors. All offerors shall be treated fairly.

NOTE: CONTRACTORS WHO ARE CURRENTLY UNDER ACTIVE GSA TASK ORDERS SPECIFICALLY IN SUPPORT OF FBI TSSU OR RELATED FBI PROGRAMS, WHICH INCLUDE A BASE PERIOD AND OPTION PERIODS, ARE EXEMPT FROM PARTICIPATION IN COMPETITION FOR/UNDER THIS TASK ORDER. The exclusion of current contractors who have been awarded long term FBI task orders will prevent potential conflicts of interests and unfair competitive advantage risks. All contractors shall report all COI concerns, and/or potential issues to the Contracting Officer immediately (i.e., as soon as the conflict becomes known).

The purpose of this restriction is to protect the integrity of future procurements by ensuring that a contractor (1) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this task order, and (2) is not able to manipulate a competition for a Government contract to its favor and (3) ensures objectivity of personnel performing quality assurance tasks, including validation of site test data, reporting contractor performance, and installation contractor adherence to design package.

1.1 Past Performance (PP)

Past performance is not an “official” evaluation “factor” used in the best value/trade off-determination for this procurement because past performance was used as an evaluation factor at the time of the basic contract award; however, the GSA CO will still review the Federal Awardee Performance and Integrity Information System (FAPIS) and the Excluded Parties Lists System (EPLS) information on the awardee in order to make a responsibility determination in accordance with FAR 9.104-6 FAPIS and FAR 9.105-1 Obtaining Information.

1.2 Past Experience (PE)

This evaluation factor considers the extent of the offeror’s past experience in carrying out similar work. The government must have confidence in the offeror's ability to complete a project with similar scope, size, and duration with minimal risk.

- Similar in Scope is defined as a measurable range of operations such as the major requirement areas of a PWS. List the critical areas from requirement that they must have.
- Similar in Size is defined as dollar value, number of personnel in similar skill sets, and/or number of users/hardware supported.
- Similar in Duration is identified by the client as the length of time required to show the vendor can support a requirement of similar length.

1.3 Technical Approach (TA)

This evaluation factor considers the extent to which the offeror understands the requirements of the PWS, and the offeror’s technical approach to meeting those requirements.

Each offerors submission in response to this solicitation will be evaluated on their demonstrated understanding and ability to achieve the desired outcome of the task order requirements/PWS, the adequacy of the solution approach, the quality and completeness of their technical solutions to these objectives, the ability to ensure no Conflicts of Interest (COI), smoothly transition services from incumbent (as applicable), and the overall qualifications and skill mix of the contractor workforce proposed to address these task order objectives.

1.4 Price

Price will be evaluated to determine the fairness and reasonableness of proposed pricing. Price will be evaluated separate from all non-price elements of the quote.

52.212-2 [Evaluation – Commercial Items, continued]:

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. (End of provision)

APPENDIX C

Quote Format

(NOTE: This Attachment falls off of the PWS at the time of task order/contract award).

52.212-1 -- Instructions to Offerors -- Commercial Items (Feb 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (GSA 300). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers [VIA ITSS] to the office specified in this solicitation at or before the exact time specified in this solicitation. **As a minimum, offers must show the following information in the offeror coverletter --**

- (1) The solicitation number;**
- (2) The time specified in the solicitation for receipt of offers;**
- (3) The name, address, and telephone number of the offeror;**
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;**
- (5) Terms of any express warranty;**
- (6) Price and any discount terms;**
- (7) "Remit to" address, if different than mailing address;**
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);**
- (9) Acknowledgment of Solicitation Amendments;**
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and**
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.**

(12) IN ADDITION TO 1-11 above, THE INFORMATION CONTAINED IN THE SECTION BELOW TITLED “QUOTE FORMAT, Section 1.0 of this Appendix” is also required.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at

<http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. [Added by Addendum: Debriefings for all orders placed under the GWAC shall be provided in accordance with the applicable GWAC contract and/or ordering guide. FAR 8.4 procurement debriefings shall be completed in accordance with FAR 8.405-2(d).] If a post-award debriefing is given to requesting offerors [other than orders placed under FAR 8.4], the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

1.0 Quote Format

The contractor's quote must include the following information and must not exceed the following page limitations:

- Cover Letter/Executive Summary (including the contractor's DUNS, Tax ID, and Prompt Payment Discount) – 3 pages

- Delinquency Tax Letter, submitted on company letterhead with the quote. – 1 page
- Technical and Management Approach (TA): 20 pages maximum/total (See 1.1.1. below for requirements).
- Past Experience (PE): Maximum of six (6) pages total (See 1.1.2 below for requirements).
- Pricing: Submit a pricing spreadsheet in excel and a version in PDF. (See 1.1.4 below for requirements).
- **NOTE: CONTRACTORS WHO ARE CURRENTLY UNDER ACTIVE GSA TASK ORDERS SPECIFICALLY IN SUPPORT OF FBI TSSU OR RELATED FBI PROGRAMS, WHICH INCLUDE A BASE PERIOD AND OPTION PERIODS, ARE EXEMPT FROM PARTICIPATION IN COMPETITION FOR/UNDER THIS TASK ORDER AND ARE EXEMPT FROM COMPETITING FOR FUTURE FBI CABLING WORK FOR ANY TSSU 5 RELATED PROJECT.** The exclusion of current contractors who have been awarded long term FBI task orders will prevent potential conflicts of interests and unfair competitive advantage risks. All contractors shall report all COI concerns, and/or potential issues to the Contracting Officer immediately (i.e., as soon as the conflict becomes known).

The purpose of this restriction is to protect the integrity of future procurements by ensuring that a contractor (1) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this task order, and (2) is not able to manipulate a competition for a Government contract to its favor and (3) ensures objectivity of personnel performing quality assurance tasks, including validation of site test data, reporting contractor performance, and installation contractor adherence to design package.

1.1 Quote Development Instructions

The contractor must submit quotes by the date and time established in the request for quote (RFQ) notice posted in GSAs Electronic Ordering System (ITSS). If you are unable to attach your quote in GSAs Electronic Ordering System due to some type of technical difficulty, you must report the problem to Contract Specialist, Dana Weaver at dana.weaver@gsa.gov, and Sheila Morrison, sheila.morrison@gsa.gov, in sufficient time prior to closing to allow for the submission of the quote via an alternative method.

NOTE: Failure to register properly in GSA’s Electronic Ordering System (ITSS) is not an acceptable excuse for the inability to submit a quote.

If a contractor decides to submit a “No Bid” in response to an RFQ, GSA requests they provide reasons why they chose not to participate.

The contractor will submit all industry questions concerning this PWS to the GSA CO via email to: dana.weaver@gsa.gov and Sheila.morrison@gsa.gov by close of business 5 working days after the RFQ issue date identified in the GSA Electronic Ordering System (ITSS). The words “ID07130025 QUESTIONS FROM INDUSTRY” shall appear in the subject line of the email. GSA will compile all questions and responses and post them in ITSS for all solicited vendors to view.

The only method by which any term of the PWS may be modified is by a formal amendment to the PWS generated by the issuing office. No other communication made whether oral or in writing (e.g., at any Pre-Quote conference, Industry Questions & Answers prior to response closing date and time, clarifications, etc.), will modify or supersede the terms of the PWS.

The Government reserves the right to make a selection based upon initial quotes without having any further exchanges with the vendor; therefore the offeror should submit its best terms in its initial quote.

The Government also reserves the discretion to confer with offeror’s and request revised quotes if needed, and may also determine to make no award.

Offeror’s shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Offeror’s own risk. Failure to comply with all of the terms and conditions of the PWS may result in the Government’s elimination of the Offeror’s quote from further consideration for award.

GOVERNMENT PROPERTY NOTE: If the new contractor does not wish to have the Government Furnished Property identified in attachment “A” of this PWS, the contractor shall notify the Government in writing at the time of proposal submission.

To ensure the contractual services are transitioned from Spartanburg, SC to Florida smoothly, at the inception of this contract, because of active project support requirements, the contractor must have a staff of employees that can support all aspects of this contract. If listed key personnel are not contractor staff prior to award, then the submission of letters of commitment from proposed vendor employees who will potentially be a future employees working under this task will have to be provided in their proposal. Lack of providing this information will affect evaluation scores for the contractor.

1.1.1 Required TA Information

In support of the evaluation of the TA each offeror must submit the following:

- Description/Narrative of the vendor’s knowledge and understanding of the requirements as outlined in the PWS.
- The methodologies and techniques used to fulfill the PWS requirements including the management of the task.

- Identification of specific skill categories with a description of specific duties each will perform. The vendor shall include a “crosswalk” between the labor categories identified in this PWS and their proposed labor categories based on their GSA GWAC contract.
- 30 day-Transition Plan: Fully explaining how the transition will take place, ensuring there is no break in service.
- Conflict of Interest Avoidance Plan, and plan to ensure compliance with the Procurement Integrity Act.
- Government Property Management Plan, demonstrating compliance with FAR 52.245-1, Alt I /or/ a statement that the Government property will not be accepted by the offeror [because the vendor has their own equipment to perform successfully under the terms of the PWS].
- Security and Data Control Plan, explaining the ability to be able to obtain DD254 compliance, and how Government information and data will be controlled while in the vendor’s possession. Explain the TOP SECRET and SECRET clearances, and the ability to meet the PWS requirements with examples.
- Subcontracting within Limitations: THIS IS A SMALL BUSINESS SET-ASIDE. All contractors shall comply with FAR 52.219-14, Limitations on Subcontracting, when subcontracting. The contractor shall certify to compliance with this clause on their cover letter, and submit this information with their offer.
- The Government requires the offeror to submit, with the quote, the resumes of personnel (without names or any other personal information) proposed to support specific taskings identified in this PWS for approval to include the positions listed in Section 3.1 of this PWS to show compliance to the requirements of the PWS.
- ***NOTE:*** *If the offeror desires/chooses to propose alternative solutions the offeror must provide the rationale explaining why they chose to deviate from the proposed mix (labor category and hours) so that it is clear that they understand the requirement. Any deviation without supporting rationale may render your quote unacceptable as the government may be unable to determine if the offeror sufficiently understands the task order requirements. The Government considers 1920 hours (excludes holidays) to be a full years labor for one individual. The government may accept a quote containing a justified alternative level of effort solution as part of a best value determination.*

1.1.2 Required PE Information

Using the Past Experience Information Sheet (*PWS/Appendix D*) provide the PE information for three past or current contracts/task orders executed within the past 3 years with comparable (same or similar scope, size, duration) requirements to the solicited task. In rating this factor, the Government will evaluate the firm’s similar experience.

PE may be submitted for both the prime or subcontracting partner if required.

Note: In rating this factor, the Government will evaluate the firm's similar experience. The government's consideration of experience will include the offeror's organizational experience but will not include specific consideration of the offeror's proposed, current, or former contractor personnel experience as part of the offeror's organizational experience.

1.1.3 Past Performance Information

Past performance is not an "official" evaluation "factor" used in the best value/trade off-determination for this procurement because past performance was used as an evaluation factor at the time of the basic contract award; however, the GSA CO will still review the Federal Awardee Performance and Integrity Information System (FAPIS) and the Excluded Parties Lists System (EPLS) information on the awardee in order to make a responsibility determination in accordance with FAR 9.104-6 FAPIS and FAR 9.105-1 Obtaining Information.
The Government reserves the right to call on PE references submitted in response to this solicitation, if deemed necessary to make a responsibility determination in accordance with FAR 9.1.

1.1.4 Required Pricing Information

This requirement is a firm-fixed-priced (FFP) order with time and materials (T&M) contract line items (CLINs) to allow for surge labor support, and includes pricing that is based on GSA's *ALLIANT SMALL BUSINESS* contractor pricing. Additionally, the task order includes a contract line item for travel, which is a direct cost reimbursable line item. In the pricing section of their response to this PWS, contractors shall include specific skill category(s) with rates the contractor expects to invoice and the number of positions with estimated total hours for each position.

In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on all services offered by the contractor for this requirement. The contractor is encouraged to offer discounts below contract rates. When offering discounts, quotes must clearly identify both the contract and the discount price for each discounted labor rate. **The Government also requests a PROMPT PAYMENT DISCOUNT be submitted with the offer in response to this solicitation.**

The vendor will provide/offer prompt payment terms in their quote that are in the basic contract, and if no prompt payment terms are in the basic contract, the Government requests a prompt payment proposed discount in response to this RFQ.

1.1.5 Travel

Travel is anticipated for this task. *[The vendor will include travel costs IAW terms identified in the PWS (Paragraph 5.4).]*

Travel costs estimates are for evaluation purposes only.

These estimates shall be inserted into the pricing spreadsheet, as shown in Section 5.4. Travel shall be a direct cost reimbursable line item.

1.1.6 Quoting ODCs for Requirements under GWAC Contracts

The estimate for ODCs shall be \$4,000. Other Direct Costs (ODCs) are defined as items/services that are not priced/awarded on the basic Alliant SB contract. All ODCs proposed shall be identified as ODCs on the price quote. The ODCs shall comply with the terms of the contract and ordering guide pertaining to the inclusion of ODCs in the price quote and ultimate solution for the requirement.

The offeror's quotation will not be considered for award if G&A and/or M&H rates are quoted and the rates are not approved/awarded and specifically expressed on the offeror's GSA schedule contract.

For quotes based upon a GWAC contract(s), offeror's must provide verification from a cognizant audit agency that their accounting system had been audited and deemed adequate for determining applicable costs to the contract the quote is based upon; such as, an approved DCAA audit report.

1.1.7 CONTRACT LINE ITEM STRUCTURE: The Pricing Spreadsheet clearly defines the CLIN structure as it appears in ITSS. All total pricing data for the CLINs shall be submitted on the completed pricing spreadsheet as well as entered into ITSS.

APPENDIX D

Past Experience Information Sheet

(NOTE: This Attachment falls off of the PWS at the time of task order/contract award).

Provide the information requested in this form for each contract/program being described. Provide concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations set forth in the task order, *Section 8.3.1, Past Experience*, of this solicitation.

A. Offeror Name (Company/Division): _____
CAGE Code: _____
DUNS Number: _____

(NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes.)

B. Program Title: _____

C. Contract Specifics:

1. Contracting Agency or Customer _____
2. Contract Number _____
3. Contract Type _____
4. Period of Performance _____
5. Total Contract \$ Value _____ (Total cost to include all options)
6. Current Contract \$ Value _____ (Do not include unexercised options)

D. Brief Description of Effort as __Prime or __Subcontractor
(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition)

E. Milestones:

1. Start Date: _____
2. Completion Date: _____

F. Primary Customer Points of Contact: (For Government contracts provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

Client Program Manager and/or Site Manager	Name	
	Office	
	Address	
	Telephone	
	FAX Number	
	E-Mail	
Contracting Officer	Name	
	Office	
	Address	
	Telephone	
	FAX Number	
	E-Mail	

G. Describe **in as much detail as possible** why this experience is relevant with respect to the scope of the overall task and to the requirements as described in Sections 4 and 5 of this SOW/PWS. Scope is defined as the range of work/skills being referenced is similar in nature to the requirements identified in the SOW/PWS. Please reference back to Appendix B, Section 1.2 Past Experience (PE) “similar” language in the evaluation criteria for award and quotation format sections.

H. Describe **in as much detail as possible** why this experience is relevant with respect to the size of the overall task and to the requirements as described in Sections 4 and 5 of this SOW/PWS. Size is defined as dollar value, number of personnel in similar skill sets, and/or number of users/hardware supported is similar in nature to the requirements identified in the SOW/PWS. Please reference back to Appendix B, Section 1.2 Past Experience (PE) “similar” language.

APPENDIX E

Past Performance Reference Sheet

(NOTE: This Attachment falls off of the PWS at the time of task order/contract award)
**** PP IS NOT AN EVALUATION FACTOR FOR AWARD. If this is used, it will be in support of the FAR 9.104 responsibility determination. This form may or may not be utilized by the Government, depending on the performance information available.**

A. GENERAL INFORMATION: One questionnaire should be completed for each past performance reference.

Contractor's Name: _____

Address: _____

Point of Contact and phone number: _____

Contract Number/Project Title: _____

Contract Type: _____

Dollar Value: _____

Period of Performance: _____

Did Contractor performed as the **Prime** Contractor or **Sub**-Contractor:

Brief narrative describing the nature and complexity of the work performed:

The following questionnaire will be utilized as a talking guide for the CO to use when calling each reference. This does not need to made part of the PWS and is only inserted here for reference only:

B. PERFORMANCE INFORMATION: Choose the number on the scale of 1 to 5 that most accurately describes the contractor's performance or situation. **PLEASE PROVIDE A COMMENTS/EXPLANATION FOR ANY RATINGS OF 1 OR 2.**

a. QUALITY OF PRODUCT OR SERVICE	PAST	Unsatisfact	Marginal	Satisfacto	Very Good	Exceptio	N/A
Comments:							

b. SCHEDULE	PAST	Unsatisfact	Marginal	Satisfacto	Very Good	Exceptio	N/A
Comments:							

c. COST CONTROL	PAST	Unsatisfact	Marginal	Satisfacto	Very Good	Exceptio	N/A
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Project Number: ID07130025

Client Name: FBI

SCHEDULE: ALLIANT SB

Comments:

d. BUSINESS RELATIONS	PAST	Unsatisfact	Marginal	Satisfacto	Very Good	Exceptio	N/A
Comments:							

e. MANAGEMENT OF KEY PERSONNEL *	PAST	Unsatisfact	Marginal	Satisfacto	Very Good	Exceptio	N/A
Comments:							

* Not applicable to Operations Support

19. Given what I know today about the Contractor's ability to execute what they promised in their proposal, I (pick the following: *definitely would not, probably would not, might or might not, probably would , definitely would*) award to them today given that I had a choice.

APPENDIX F

Consent to Purchase (CTP) Form

The Consent to Purchase (CTP) Form is attached as a separate EXCEL SPREADSHEET document.

APPENDIX G

PRICING SPREADSHEET

The PRICING SPREADSHEET is attached as a separate EXCEL SPREADSHEET document.